

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:

Case No. 14-41742

ARCHIE SAMUEL, and
EVELYN SAMUEL,

Chapter 7

Judge Thomas J. Tucker

Debtors.

**ORDER DISAPPROVING REAFFIRMATION AGREEMENT BETWEEN DEBTOR AND
CORNERSTONE COMMUNITY FINANCIAL CREDIT UNION (DOCKET # 25)**

On February 7, 2014, Debtors filed a joint voluntary petition for relief under Chapter 7.

On May 20, 2014, the Court entered an order granting both Debtors a discharge under 11 U.S.C. § 727 (Docket # 23). On July 9, 2014, a Reaffirmation Agreement between both of the Debtors, on the one hand, and Cornerstone Community Financial Credit Union, on the other hand, was filed (Docket # 25, the “Reaffirmation Agreement”).

The Court will disapprove the Reaffirmation Agreement, for the following reasons. First, the Reaffirmation Agreement was not timely filed. The deadline to file a reaffirmation agreement is established by Fed.R.Bankr.P. 4008(a) — the deadline is “no later than 60 days after the date first set for the meeting of creditors under § 341(a) of the Code.” In this case, the deadline was May 19, 2014. Rule 4008(a) also provides that the Court may extend this deadline. But Fed.R.Bankr.P. 4004(c)(1)(J) contemplates that such a motion to extend can only be granted if the discharge has not yet been granted. *See* Fed.R.Bankr.P. 4008 advisory committee notes to 2008 Amendments (“Rule 4004(c)(1)(J) accommodates . . . an extension [of time for filing a reaffirmation agreement] by providing for a delay in the entry of discharge during the pendency of a motion to extend the time for filing a reaffirmation agreement.”). No motion to extend the deadline for filing a reaffirmation agreement was filed in this case. Because the discharge was

granted, on May 20, 2014, it is now too late for such a motion to extend.

Second, the Reaffirmation Agreement, filed almost two months after the discharge order was entered, is undated and fails to show that it was made before the entry of the discharge order. Under 11 U.S.C. § 524(c)(1), a reaffirmation agreement is not enforceable unless it “was made before the granting of the discharge under section 727.” *See also In re Herrera*, 380 B.R. 446, 449-55 (Bankr. W.D. Texas 2007) and cases cited therein.

For these reasons,

IT IS ORDERED that the Reaffirmation Agreement (Docket # 25) is disapproved.

Signed on July 22, 2014

/s/ Thomas J. Tucker
Thomas J. Tucker
United States Bankruptcy Judge